UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

MARY GRASSROPE,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 17-342
	)	
NATIONSTAR MORTGAGE, LLC,	)	
	)	
Defendant.	)	

PLAINTIFF'S COMPLAINT

Plaintiff, MARY GRASSROPE, ("Plaintiff") files this lawsuit for damages, and other legal and equitable remedies, resulting from the illegal actions of NATIONSTAR MORTGAGE, LLC ("Defendant"), in negligently, knowingly, and/or willfully contacting Plaintiff on Plaintiff's cellular telephone in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* ("TCPA").

JURISDICTION AND VENUE

1. Jurisdiction in this court is proper pursuant to 28 U.S.C. § 1331 as Plaintiff's claim arises under the laws of the United States.
2. This court has federal question jurisdiction because this case arises out of violations of federal law. 47 U.S.C. § 227(b); *Mims v. Arrow Fin. Servs., LLC*, 132 S. Ct. 740 (2012).
3. Defendant conducts business in Box Elder, Pennington County, South Dakota.
4. Venue and personal jurisdiction in this District are proper because Defendant transacts business in this District, and a material portion of the events at issue occurred in this District.

PARTIES

5. Plaintiff, is a resident of Box Elder, Pennington County, South Dakota.
6. Defendant is a limited liability company based in Lewisville, Denton County, Texas.

FACTUAL ALLEGATIONS

7. Within four (4) years of Plaintiff filing this Complaint, Defendant called Plaintiff's cellular telephone at xxx-xxx-4918 to collect on Plaintiff's alleged past due mortgage payments.
8. All of the telephone calls Defendant made to Plaintiff were an attempt to collect on Plaintiff's alleged past due mortgage payments.
9. None of the calls Defendant made to Plaintiff were for an emergency purpose.
10. Within the past four (4) years, Plaintiff has both orally and in writing requested for Defendant to stop calling Plaintiff's cellular telephone.
11. Despite Plaintiff's requests that Defendant stop calling Plaintiff's cellular telephone, Defendant continued to call Plaintiff's cellular telephone.
12. On September 9, 2016, then again on September 19, 2016, Plaintiff's counsel sent cease-and-desist letters to Defendant on Plaintiff's behalf. Attached hereto as Exhibit A are true and correct copies of said letters.
13. Despite receiving cease-and-desist requests from Plaintiff's counsel, Defendant continued to call Plaintiff's cellular telephone.
14. Prior to calling Plaintiff's cellular telephones, Defendant knew the numbers were cellular telephone numbers.
15. All of the calls Defendants made to Plaintiff's cellular telephone resulted in Plaintiff incurring a charge for incoming calls.
16. During at least one conversation, Defendant learned that Plaintiff wanted Defendant to

stop calling Plaintiff's cellular telephones.

17. From at least one written correspondence, Defendant learned that Plaintiff wanted Defendant to stop calling Plaintiff's cellular telephone.

18. Even if at one point Defendant had permission to call Plaintiff's cellular telephone, Plaintiff revoked this consent.

19. Defendant continued to call Plaintiff's cellular telephone after Defendant knew Plaintiff wanted the calls to stop.

20. On several occasions, Plaintiff has answered calls from Defendant and have been greeted by an automated message.

21. Within four (4) years of Plaintiff filing this Complaint, Defendant used an automatic telephone dialing system to call Plaintiff's cellular telephone.

22. Within four (4) years of Plaintiff filing this Complaint, Defendant called Plaintiff's cellular telephone in predictive mode.

23. Within four (4) years of Plaintiff filing this Complaint, Defendant left pre-recorded voicemail messages for Plaintiff on Plaintiff's cellular telephone.

24. Within four (4) years of Plaintiff filing this Complaint, Defendant left voicemail messages from live operators for Plaintiff on Plaintiff's cellular telephone.

25. The telephone dialer system Defendant used to call Plaintiff's cellular telephone has the capacity to store telephone numbers.

26. The telephone dialer system Defendant used to call Plaintiff's cellular telephone has the capacity to call stored telephone numbers automatically.

27. The telephone dialer system Defendant used to call Plaintiff's cellular telephone has the capacity to call stored telephone numbers without human intervention.

28. The telephone dialer system Defendant used to call Plaintiff's cellular telephone has the capacity to call telephone numbers in sequential order.
29. The telephone dialer system Defendant used to call Plaintiff's cellular telephone has the capacity to call telephone numbers randomly.
30. The telephone dialer system Defendant used to call Plaintiff's cellular telephone selects telephone numbers to be called according to a protocol or strategy entered by Defendant.
31. The telephone dialer system Defendant used to call Plaintiff's cellular telephone simultaneously calls multiple consumers.
32. While Defendant called Plaintiff's cellular telephone, Plaintiff's cellular telephone line was unavailable for legitimate use during the unwanted calls.

DEFENDANT VIOLATED THE
TELEPHONE CONSUMER PROTECTION ACT

33. Defendant's conduct violated the TCPA by:
    a. Placing non-emergency telephone calls to Plaintiff's cellular telephone using an automatic telephone dialing system and/or pre-recorded or artificial voice in violation of 47 U.S.C. § 227 (b)(1)(A)(iii).

WHEREFORE, Plaintiff, MARY GRASSROPE, respectfully requests judgment be entered against Defendant, NATIONSTAR MORTGAGE, LLC, for the following:

34. As a result of Defendant's negligent violations of 47 U.S.C. § 227(b)(1), Plaintiff is entitled to and request $500.00 in statutory damages, for each and every violation, pursuant to 47 U.S.C. § 227(b)(3)(B).
35. As a result of Defendant's willful and/or knowing violations of 47 U.S.C. § 227(b)(1), Plaintiff is entitled to and request treble damages, as provided by statute, up to $1,500.00,

for each and every violation, pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).

36. Plaintiff is entitled to and seek injunctive relief prohibiting such conduct in the future.

37. Any other relief that this Honorable Court deems appropriate.

RESPECTFULLY SUBMITTED,

DATED: April 22, 2017

By: /s/ Michael S. Agruss

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EXHIBIT A

AGRUSS
LAW FIRM, LLC

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Chicago, IL 60640

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Toll-free: 888-572-0176
Fax: 312-253-4451
www.agrusslawfirm.com
Anna@agrusslawfirm.com

September 9, 2016

Via USPS

Nationstar Mortgage, LLC
350 Highland Drive
Lewisville TX 75265

Re: Mary Grassrope
(605) 545-4918

To Whom It May Concern:

Please stop all further communications with Mary Grassrope. Nationstar Mortgage, LLC is calling Mary Grassrope on the telephone numbers indicated above attempting to collect an alleged debt.

Sincerely,

Anna Albor

AGRUSS
LAW FIRM, LLC

4809 N Ravenswood Ave
Suite 419
Chicago, IL 60640

Local: 312-224-4695
Toll-free: 888-572-0176
Fax: 312-253-4451
www.agrusslawfirm.com
jackie@agrusslawfirm.com

September 19, 2016

Via USPS

Nationstar Mortgage
P.O. Box 619079
Dallas TX 75261

Re: Mary Grassrope
(605) 545-4918

To Whom It May Concern:

Please stop all further communications with Mary Grassrope. Nationstar Mortgage, LLC is calling Mary Grassrope on the cellular telephone numbers indicated above attempting to collect an alleged debt.

Sincerely,

Jackie Laino